

Indiana State Council of Plasterers' and Cement Masons' Health and Welfare Fund and Pension Fund

ASSENT OF PARTICIPATION AGREEMENT

00030884

The undersigned Employer employing members of Local _____ Area _____ and other eligible employees, hereby agree to accept, to be bound by, and to comply with the terms and provisions of the Collective Bargaining Agreement of this Local, requiring contributions to the Indiana State Council of Plasterers and Cement Masons Pension Fund (hereinafter, "Pension Fund"), and/or to the Indiana State Council of Plasterers and Cement Masons Health and Welfare Fund (hereinafter, "Health and Welfare Fund"), and the Agreement and Declaration of Trust establishing each of the respective Funds, as they have been amended and as they may hereafter be amended from time to time; provided, however, that the Employer further agrees that in the event it performs work outside the territorial jurisdiction of this Local, but within the craft jurisdiction and the respective geographic jurisdictions of any and all Local Unions whose collective bargaining agreements require the making of contributions on behalf of employees in this Pension Fund and/or Health and Welfare Fund, the employer shall continue to make said contributions to this Pension Fund and/or Health and Welfare Fund on the basis specified in the agreement of the Local having jurisdiction over such work in the particular area where the work is performed, without the necessity of the Employer actually signing such other agreement.

The Employer hereby accepts as his/its representatives, the present Employer Trustees of this Pension Fund and/or Health and Welfare Fund, and their successors in office from time to time.

A monthly report of hours worked, together with remittance of contributions, must be mailed to the respective Funds on or before the 10th day following the close of the month covered by the report. Failure to make the report and remittance in a timely fashion will result in the Employer being delinquent. Nine (9) days after the due date, liquidated damages of 10% of the total Health and Welfare and/or Pension contributions shall be assessed. Thirty (30) days after the due date, an additional 10% of the Health and Welfare and/or Pension contributions shall also be assessed; in no case will the liquidated damage be less than \$25.00. The delinquent employer shall also be liable for interest on the unpaid contributions at the rate of 18% per annum, as well as all reasonable attorney fees, court costs, and other expenses mandated and allowed under state and federal laws.

Such contributions shall commence forthwith, if they have not already commenced, and shall continue for so long as this Employer is bound to observe the terms and conditions of the referenced Collective Bargaining Agreements, including all amendments, supplements, modifications, extensions, renewals, or successor agreements thereto.

The obligation hereby undertaken to make Pension and/or Health and Welfare contributions as required by the Collective Bargaining Agreements is not subject to the grievance and arbitration procedure, if any, provided in the Collective Bargaining Agreements.

This Agreement Accepted July 9 192001
Lucas Plaster & CFS DESIGN
Name of Employer

By Quanda U. Rose
Authorized Officer

President
Title of Officer

1009 W. Woodlawn Ave
Mailing Address of Employer

Kirkwood Mo. 63122
City State Zip

43-18-70008
RECEIVED 09-06-05 08:19 FROM- 3175549021

BOARD(S) OF TRUSTEES

By _____

Title of Officer

Date _____

EXHIBIT A

N/R

TO- Arnold & Kadjan P010/010